



**DEPARTMENT OF HUMAN RESOURCES  
EMPLOYMENT SECURITY ADMINISTRATION**

1100 NORTH EUTAW STREET  
BALTIMORE, MARYLAND 21201

383-5032

- DECISION -

STATE OF MARYLAND

HARRY HUGHES  
Governor

KALMAN R. HETTLEMAN  
Secretary

BOARD OF APPEALS

THOMAS W. KEECH  
Chairman

HAZEL A. WARNICK  
MAURICE E. DILL  
Associate Members

SEVERNE E. LANIER  
Appeals Counsel

DECISION NO: 264-BH-83

DATE: February 26, 1983

APPEAL NO: 08764

S. S. NO:

CLAIMANT: Rhea Comninos

EMPLOYER: Baltimore City Schools

L. O. NO.: 1

APPELLANT: CLAIMANT

ISSUE Whether the Claimant is eligible for benefits within the meaning of §4(f)3 of the Law.

**NOTICE OF RIGHT OF APPEAL TO COURT**

YOU MAY FILE AN APPEAL FROM THIS DECISION IN ACCORDANCE WITH THE LAWS OF MARYLAND. THE APPEAL MAY BE TAKEN IN PERSON OR THROUGH AN ATTORNEY IN THE CIRCUIT COURT OF BALTIMORE CITY, OR THE CIRCUIT COURT OF THE COUNTY IN MARYLAND IN WHICH YOU RESIDE.

THE PERIOD FOR FILING AN APPEAL EXPIRES AT MIDNIGHT March 26, 1983

**- APPEARANCES -**

FOR THE CLAIMANT:

Rhea Comninos - Claimant  
Myrna Butkovitz - Legal Aid

FOR THE EMPLOYER:

Charles Spinner -  
Personnel Tech. IV  
Barbara Murray

**EVIDENCE CONSIDERED**

The Board of Appeals has considered all of the evidence presented, including the testimony offered at the hearings. The Board has also considered all of the documentary evidence introduced into this case, as well as Employment Security Administration's documents in the appeal file.

### FINDINGS OF FACT

The Claimant, who has a masters degree in Creative Writing and English from Johns Hopkins University, was employed by Baltimore City as an instructor in the adult education program and as a part time teacher of English at the Community College of Baltimore (CCB). Her position with the adult education program terminated in March, 1982, due to budgetary cut backs. It is undisputed that she had no assurance of returning to that position in the fall of 1982.

The Claimant has been a part time English instructor at CCB on and off since the fall of 1979. She received a separate contract for each semester she was hired to teach. Her teaching schedule since 1979 was as follows:

- Fall, 1979 - 1 course
- Spring, 1980 - 0 courses
- Fall, 1980 - 3 courses
- Spring, 1981 - 3 courses
- Fall, 1981 - 3 courses
- Spring, 1982 - 3 courses
- Fall, 1982 - 3 courses

The Claimant continued her part time instruction at CCB until May, 1982, the end of the term. At that time she was not told whether or not she would be rehired in September.

The college selects its part time instructors from a list of qualified persons. Individual selections are made by the department chairmen. The Claimant was on such a list for English instructors. However, at the end of the term in May, 1982, the Claimant was not given any notice or assurance, in writing or verbally. She was told to contact the college during the third week in August to find out whether she would be rehired and for what courses. The decision to rehire her was dependent on the number of students enrolled for classes she was eligible to teach and the financial situation of the college.

### CONCLUSIONS OF LAW

After carefully considering the evidence and arguments presented, the Board of Appeals concludes that the Claimant did not have a reasonable assurance of performing services for any educational institution in the fall of 1982.

Although the Claimant was part time and placed on a list, similar to substitute teachers, the Board finds her situation more analogous to that of full time teachers, since her services involved the regular instruction of courses, and not sporadic substitutions, due to teacher absenteeism, etc.

Although reasonable assurance is something less than a guarantee, it must be based on something more than merely being on a list. See, Bonds v. Baltimore City, Remand Order November 10, 1982 EB-936. There is certainly no evidence that the Claimant was given any indication of what her chances of being rehired were, either verbally or in writing, prior to the 3rd week in August.

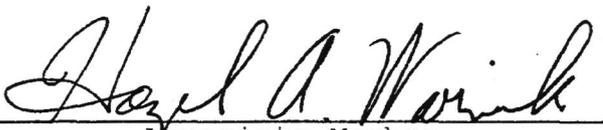
Although the Claimant's work history with the college might indicate some assurance of being rehired, the Board concludes that it is more than overcome by the Employer's lack of control over and lack of predictability of student enrollment and finances. Unlike a regular full time teacher, who, it may be presumed will be returning in the fall, unless certain factors change, the Claimant cannot make such a presumption; she will not return unless sufficient students sign up for her courses and the financial situation of the college allows for the hiring of part time English instructors.

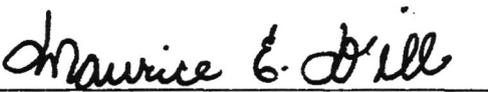
Under all these circumstances, the Board concludes that the Claimant did not have reasonable assurance within the meaning of §4(f)3 of the Law.

DECISION

The Claimant did not have a contract or reasonable assurance of performing such services for an educational institution within the meaning of §4(f)3 of the Maryland Unemployment Insurance Law. No disqualification is imposed under this Section of the Law.

The decision of the Appeals Referee is reversed.

  
\_\_\_\_\_  
Associate Member

  
\_\_\_\_\_  
Associate Member

W:D

dp

DATE OF HEARING: November 9, 1982

COPIES MAILED TO:

CLAIMANT

EMPLOYER

The Legal Aid Bureau, Incorporated

UNEMPLOYMENT INSURANCE - BALTIMORE



STATE OF MARYLAND  
 HARRY HUGHES  
 Governor  
 KALMAN R. HETTLEMAN  
 Secretary

DEPARTMENT OF HUMAN RESOURCES  
 EMPLOYMENT SECURITY ADMINISTRATION  
 1100 NORTH EUTAW STREET  
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 383 - 5040

BOARD OF APPEALS

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 Chairman

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 MAURICE E. DILL  
 Associate Members

SEVERN E. LANIER  
 Appeals Counsel

MARK R. WOLF  
 Administrative Hearings Examiner

- DECISION -

CLAIMANT: Rhea Comminos

DATE: August 4, 1982

APPEAL NO.: 08764

S. S. NO.:

EMPLOYER: Baltimore City Schools

L. O. NO.: 1

APPELLANT: Claimant

ISSUE: Whether the claimant is eligible for benefits within the meaning of Section 4 (f) 4 of the Law.

NOTICE OF RIGHT OF FURTHER APPEAL

ANY INTERESTED PARTY TO THIS DECISION MAY REQUEST A FURTHER APPEAL AND SUCH APPEAL MAY BE FILED IN ANY EMPLOYMENT SECURITY OFFICE, OR WITH THE APPEALS DIVISION, ROOM 515, 1100 NORTH EUTAW STREET, BALTIMORE, MARYLAND 21201, EITHER IN PERSON OR BY MAIL.

THE PERIOD FOR FILING A FURTHER APPEAL EXPIRES AT MIDNIGHT ON August 19, 1982

-APPEARANCES -

FOR THE CLAIMANT:

Present, accompanied by Nia Wilson, Legal Aid Bureau

FOR THE EMPLOYER:

Represented by Charles Spinner, Personnel Technician IV

FINDINGS OF FACT

The claimant has most recently worked for the Baltimore City School System in both their Adult Education Program and as a part-time teacher at the Community College of Baltimore. The claimant has taught as a part-time instructor at the Community College of Baltimore for several years. The claimant's position with the Adult Education Program was terminated in March, 1982

because of budgetary cutbacks. She has received no assurances from the Adult Education Program that she will be rehired in the fall of 1982. The claimant did not become unemployed from that position at the end of the school year, but several months prior to the end of the school year.

The claimant taught up until the end of the school year at the Community College of Baltimore and has received no information one way or another about the possibilities of her returning to employment at the Community College of Baltimore in the fall of 1982. In past years, the claimant would simply receive a list of those courses available for part-time teachers and dependent upon enrollment in the courses by the students, she could apply for a teaching position at any of those part-time positions which she was qualified for. This is the way the claimant has worked for the Community College of Baltimore for several years.

#### CONCLUSIONS OF LAW

The claimant has no reason to believe that she will not obtain employment at the Community College of Baltimore in the fall of 1982. Based upon the previous hiring patterns and her previous steady part-time employment at the Community College of Baltimore during the school year, it must be found she had a reasonable assurance of returning to employment at the Community College of Baltimore and she will be denied benefits under Section 4 (f) 3 of the Law.

#### DECISION

The claimant was employed as an instructor in an educational institution. Her unemployment commenced during a period between two successive academic school years and she had a reasonable assurance that she would be able to return to employment during the second term. Benefits are, therefore, denied under Section 4 (f) 3 of the Maryland Unemployment Insurance Law. Benefits are denied from the "week beginning May 23, 1982 and until the claimant meets the eligibility requirements of the Law.

The determination of the Claims Examiner under Section 4 (f) of the Law, is reversed.

  
John  
AP

Date of Hearing - 7/23/82  
cd/9233  
(4185/Grover)

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Claimant

Employer

Unemployment Insurance - Baltimore

Legal Aid Bureau, Inc.